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Electronically Filed on _____

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10 Wells Fargo Bank, N.A.
 11 10-71851

UNITED STATES BANKRUPTCY COURT**DISTRICT OF NEVADA**

In Re:	BK Case No.: 10-21570-bam
Tayra Aguayo and Juan Cortes	Date: Time:
	Chapter 13
Debtors.	

EX-PARTE APPLICATION FOR AN ORDER PURSUANT TO 362(4)(A)(i)

19 Wells Fargo Bank, N.A., Secured Creditor herein, (“Secured Creditor” or “Movant”
 20 hereinafter), requests from this Court an Order Confirming that the Automatic Stay of 11 U.S.C § 362
 21 has not arisen with respect to the Debtor due to the multiple filings as evidenced below.

22 This motion is supported by the following Memorandum of Points and Authorities.

MEMORANDUM OF POINTS AND AUTHORITIES

25 1. That on or about June 22, 2010, the above named Debtors filed this instant Chapter 13
 26 Petition in Bankruptcy with the Court.

2. Secured Creditor is the current payee of a promissory note dated September 12, 2005 in the principal sum of \$195,773.00 ("Promissory Note" herein), secured by a Real Property Trust Deed of same date ("Trust Deed" herein) upon property generally described as 3579 Arbolado Drive, Las Vegas, NV 89121, and legally described as follows:

LOT TWENTY-EIGHT (28) IN BLOCK SEVENTEEN (17) OF DESERT INN ESTATES
UNIT NO. 4B AS SHOWN BY MAP THEREOF ON FILE IN BOOK 13 OF PLATS, PAGE
43 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.
MANUFACTURED HOME INCLUDED CMH MANUFACTURING WEST INC
MODEL NAME: GOLDEN WEST GE662F 71GOW28663CH06
MODEL YEAR: 2006
SERIAL NUMBER: PER033214CAAB

(“subject property” herein).

3. Prior to filing this case, the Debtor filed an additional case within a one year period as follows.: Chapter 13 Case number: 10-11209 filed January 27, 2010 District of Nevada, dismissed on March 18, 2010.

Prior to filing this case, the Debtor filed an additional case within a one year period as follows.:
Chapter 13 Case number: 10-17106 filed April 22, 2010 District of Nevada, dismissed on June 9, 2010.

4. Secured Creditor requests that the Court enter an Order confirming that there is no Automatic Stay affecting Secured Creditor with respect to the Debtor.

5. Bankruptcy Code Section 362 (4)(A)(i) and (ii) states as follows:

If a single or joint case is filed by or against a debtor who is an individual under this title, and if 2 or more single or joint cases of the debtor were pending within the previous year but were dismissed, other than a case refiled under section 707 (b), the stay under subsection (a) shall not go into effect upon the filing of the later case; and

(ii) on request of a party in interest, the court shall promptly enter an order confirming that no stay is in effect; *(emphasis added.)*

6. As stated above. Debtor was a Debtor in two (2) prior cases pending within a preceding one year period of time prior to the institution of the present case, and that those prior cases were dismissed.

7. Secured Creditor respectfully requests an order from the Court confirming that the Automatic Stay never arose as to Secured Creditor, and that Secured Creditor may proceed with collection on the note, including but not limited to foreclosure and an action to recover possession of the subject property described herein.

WHEREFORE, for all of the foregoing reasons, Secured Creditor, Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage Inc. requests the Court to enter an Order confirming that the Automatic Stay has never arisen, with respect to the Debtor and the subject property described in this motion.

Respectfully submitted: 1/13/10

WILDE & ASSOCIATES

By: Gregory L. Wilde, Esq.
Attorney for Secured Creditor
212 S. Jones Boulevard
Las Vegas, NV 89107

Copies of the foregoing mailed this _____ day of July 2010

Tayra Aguayo
3579 Arbolado Drive
Las Vegas, NV 89121
Pro De Debtor

Kathleen A. Leavitt
201 Las Vegas Blvd. So., #200
Las Vegas, NV 89101
Trustee

Aguayo
124717

W AMU
0641239D14

20060112-0000076

Fee: \$25.00
N/C Fee: \$25.00

01/12/2006 07:51:13
T20060007273

Requestor:
WALLICK AND VOLK

Frances Deane KGP
Clark County Recorder Pgs:

APN#: 161-17-616-113

Recording Requested BY:

Wallick and Volk
222 E. 18th Street
Cheyenne, WY 82001

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RE-RECORDED

DEED OF TRUST

***** Please re-record to reflect the updated Legal Description including the
Manufactured Housing Description and the addition of the Manufactured Home Rider pg
2,9,10,11.
(This replaces: 200509130002029 Date: 09/13/05 10:43:41 T20050167972,
8pages)*****

20050913-0002029

Fee: \$21.00
N/C Fee: \$25.0009/13/2005 10:43:41
T20050167972Requestor:
FIRST AMERICAN TITLE COMPANY OF NEFrances Deane ADF
Clark County Recorder Pgs: 8Assessor's Parcel Number:
161-17-616-113
Return To:
Wallick & Volk, Inc.
222 E. 18th Street, Cheyenne, WY 82001Prepared By:
Robin GossardRecording Requested By:

(CS)

State of Nevada

DEED OF TRUST

FHA Case No. 2233953
332-4420464-703
MIN1000501-0000624717-0THIS DEED OF TRUST ("Security Instrument") is made on September 7, 2005
The Grantor is TAYRA AGUAYO, AN UNMARRIED WOMAN and JUAN CORTES, AN UNMARRIED
MAN

("Borrower"). The trustee is FIRST AMERICAN TITLE

("Trustee"). The beneficiary is Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as
nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and
existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint,
MI 48501-2026, tel. (888) 679-MERS. Wallick & Volk, Inc.

, ("Lender")

is organized and existing under the laws of the state of Wyoming
and whose address is 222 E. 18th Street, Cheyenne, WY 82001. Borrower owes Lender the principal sum of
One Hundred Ninety Five Thousand Seven Hundred Seventy Three and no/100
Dollars (U.S. \$ 195,773.00).This debt is evidenced by Borrower's note dated the same date as this Security Instrument
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FHA Nevada Deed of Trust with MERS - 4/96

VMP-4N(NV) (0507) Amended 2/98

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VMP Mortgage Solutions, Inc.
(800)521-7291 MW 07/05

("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 2035. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in Clark County, Nevada:

LOT TWENTY-EIGHT (28) IN BLOCK SEVENTEEN (17) OF DESERT INN ESTATES UNIT NO. 4B AS SHOWN BY MAP THEREOF ON FILE IN BOOK 13 OF PLATS, PAGE 43 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

MANUFACTURED HOME INCLUDED

CMH MANUFACTURING WEST INC

MODEL NAME: GOLDEN WEST GE662F 71GOW28663CH06

MODEL YEAR: 2006

SERIAL NUMBER: PERO33214CAAB

which has the address of 3579 ARBOLADO DRIVE

LAS VEGAS

("Property Address");

TA
J.C.

[Street]

[City], Nevada 89121

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

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Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or

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abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

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- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligible. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it to the trustee in the manner specified above. The trustee shall be liable for any damage to the property caused by the trustee's failure to give notice to the trustee in the manner specified above.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the laws of the state in which the property is located, in the event that any provision of this Security Instrument or the Note which can be given effect without the consent of the parties and the provisions of this Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one unnotarized copy of this Note and of this Security Instrument of this Security Instrument and the Note are copied.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by applicable law to Borrower and to the persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be *prima facie* evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

20. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

21. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$0.00

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

Condominium Rider Growing Equity Rider Other (specify) _____
 Planned Unit Development Rider Graduated Payment Rider

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BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
Witnesses:

Tayra Aguayo (Seal)
TAYRA AGUAYO -Borrower

Juan cortes. (Seal)
JUAN CORTES -Borrower

____ (Seal)
-Borrower (Seal)
-Borrower

____ (Seal)
-Borrower (Seal)
-Borrower

____ (Seal)
-Borrower (Seal)
-Borrower

STATE OF NEVADA
COUNTY OF Clark

This instrument was acknowledged before me on September 8, 2005 by
TAYRA AGUAYO and JUAN CORTES

Melissa S. Tribe

Mail Tax Statements To:

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MANUFACTURED HOME RIDER TO SECURITY INSTRUMENT

This Rider is made this 09-08-05, and is incorporated into and amends and supplements the Mortgage, Open-End Mortgage, Deed of Trust, Credit Line Deed of Trust, or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to Wallick and Volk, Inc. ("Lender") of the same date ("Note") and covering the Property described in the Security Instrument and located at:

3579 ARBOLADO DRIVE LAS VEGAS, NV 89121
(Property Address)

Borrower and Lender agree that the Security Instrument is amended and supplemented to read as follows:

- 1. Meaning of Some Words.** As used in this Rider, the term "Loan Documents" means the Note, the Security Instrument and any Construction Loan Agreement, and the term "Property", as that term is defined in the Security Instrument, includes the "Manufactured Home" described in paragraph 3 of this Rider. All terms defined in the Note or the Security Instrument shall have the same meaning in this Rider.
- 2. Purpose and Effect of Rider.** IF THERE IS A CONFLICT BETWEEN THE PROVISIONS IN THIS RIDER AND THOSE IN THE SECURITY INSTRUMENT, THE PROVISIONS IN THIS RIDER SHALL CONTROL. THE CONFLICTING PROVISIONS IN THE SECURITY INSTRUMENT WILL BE ELIMINATED OR MODIFIED AS MUCH AS IS NECESSARY TO MAKE ALL OF THE CONFLICTING TERMS AGREE WITH THIS RIDER.
- 3. Lender's Security Interest.** All of Borrower's obligations secured by the Security Instrument also shall be secured by the Manufactured Home:

CMH

GOLDEN WEST

NEW2006 MANUFACTURING WEST INC GE662F 71GOW28663CH06 PER033214CAAB 792"X324"

4. Affixation. Borrower covenants and agrees:

- (a) to affix the Manufactured Home to a permanent foundation on the Property;
- (b) to comply with all Applicable Law regarding the affixation of the Manufactured Home to the Property;
- (c) upon Lender's request, to surrender the certificate of title to the Manufactured Home, if surrender is permitted by Applicable Law, and to obtain the requisite governmental approval and documentation necessary to classify the Manufactured Home as real property under Applicable Law;
- (d) that affixing the Manufactured Home to the Property does not violate any zoning laws or other local requirements applicable to the Property;
- (e) that the Manufactured Home will be, at all times and for all purposes, permanently affixed to and part of the Property.

5. **Fire, Flood & other Hazard Insurance.** Section 4, Paragraph 1 of the Security Instrument is amended to add a new second sentence to read:

From the time of Initial Disbursement until the time that construction is completed (Final Inspection complete), the borrower must have Course of Construction or Builder's Risk insurance in effect.

6. **Additional Events of Default.** Borrower will be in default under the Security Instrument:

- (a) if any structure on the Property, including the Manufactured Home, shall be removed, demolished, or substantially altered;
- (b) if Borrower fails to comply with any requirement of Applicable Law (Lender, however, may comply and add the expense to the principal balance Borrower owes to Lender); or
- (c) if Borrower grants or permits any lien on the Property other than Lender's lien, or liens for taxes and assessments that are not yet due and payable.

7. **Notice of Default.** If required by Applicable Law, before using a remedy, Lender will send Borrower any notice required by law, and wait for any cure period that the law may require for that remedy.

8. **Additional Rights of Lender in Event of Foreclosure and Sale.** In addition to those rights granted in the Note and Security Instrument, Lender shall have the following rights in the event Lender commences proceedings for the foreclosure and sale of the Property.

- (a) At Lender's option, to the extent permitted by Applicable Law, Lender may elect to treat the Manufactured Home as personal property ("Personal Property Collateral"). Lender may repossess peacefully from the place where the Personal Property Collateral is located without Borrower's permission. Lender also may require Borrower to make the Personal Property Collateral available to Lender at a place Lender designates that is reasonably convenient to Lender and Borrower. At Lender's option, to the extent permitted by Applicable Law, Lender may detach and remove Personal Property Collateral from the Property, or Lender may take possession of it and leave it on the Property. Borrower agrees to cooperate with Lender if Lender exercises these rights.
- (b) After Lender repossesses, Lender may sell the Personal Property Collateral and apply the sale proceeds to Lender's reasonable repossession, repair, storage, and sale expenses, and then toward any other amounts Borrower owes under the Loan Documents.
- (c) In the event of any foreclosure sale, whether made by Trustee, or under judgment of a court, all of the real and Personal Property Collateral may, at the option of Lender, be sold as a whole or in parcels. It shall not be necessary to have present at the place of such sale the Personal Property Collateral or any part thereof. Lender, as well as Trustee on Lender's behalf, shall have all the rights, remedies and recourse with respect to the Personal Property Collateral afforded to a "Secured Party" by Applicable Law in addition to, and not in limitation of, the other rights and recourse afforded Lender and/or Trustee under the Security Instrument.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Rider.

Tayra Aguayo (SEAL) Juan Cortes (SEAL)
Borrower Borrower

Printed Name

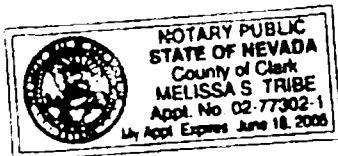
Printed Name

STATE OF NEVADA)
COUNTY OF Clark) ss.
)

This instrument was acknowledged before me on Sept. 8, 2005
by Tayra Aguayo and Juan Cortes.

Amber
(Signature of Notarial officer)
(Seal, if any)

(Title and rank (optional))





Multistate

NOTE

FHA Case No.
332-4420464-703

September 7, 2005
[Date]

1000501-0000624717-0

3579 ARBOLADO DRIVE, LAS VEGAS, NV 89121
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means Wallick & Volk, Inc.

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of One Hundred Ninety Five Thousand Seven Hundred Seventy Three and no/100

Dollars (U.S. \$ 195,773.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of Six and One / Quarter percent (6.2500 %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on November 1, 2005. Any principal and interest remaining on the first day of October 2035, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at 222 E. 18th Street, Cheyenne, WY, or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 1,205.41. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

Graduated Payment Allonge Growing Equity Allonge Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

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VMP -1R (0210)02

FHA Multistate Fixed Rate Note - 10/95

VMP Mortgage Solutions 1600/521-7291

Page 1 of 2 MW 10/02/01

Initials

TA J.C.



I HEREBY CERTIFY THIS
TO BE A TRUE EXACT
COPY OF SIGNED
BY
WALICK & VOLK, INC.

6. BORROWER'S FAILURE TO PAY**(A) Late Charge for Overdue Payments**

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of Four percent (4.0000 %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

Tayra Aguayo

(Seal)

TAYRA AGUAYO

-Borrower

Juan Cortes

(Seal)

JUAN CORTES

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

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VMP -1R 102101 02

Page 2 of 2

PAY TO THE ORDER OF

Without Recourse

Wallack and Voik Inc.

By: Dorothy J. Jacobson

DOROTHY J. JACOBSON VICE PRESIDENT

Note Control

Multistate

NOTE

FHA Case No.
332-4420464-703

1000501-0000624717-0

September 7, 2005
(Date)3579 ARBOLADO DRIVE, LAS VEGAS, NV 89121
(Property Address)

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means Wallick & Volk, Inc.

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of One Hundred Ninety Five Thousand Seven Hundred Seventy Three and no/100

Dollars (U.S. \$ 195,773.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of Six and One / Quarter percent (6.2500 %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on November 1 2005 . Any principal and interest remaining on the first day of October 2035 , will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at 222 E. 18th Street, Cheyenne, WY , or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 1,205.41 . This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

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Graduated Payment Allonge Growing Equity Allonge Other (specify)

5. BORROWER'S RIGHT TO PREPAY

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FHA Multistate Fixed Rate Note - 10/95

VMF -1R 102101.02

VMF Mortgage Services 18001521-7291

Page 1 of 2 MM 10/02/01

Initials TA J.C.

195,773

6. BORROWER'S FAILURE TO PAY**(A) Late Charge for Overdue Payments**

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of Four percent (4.0000 %) of the overdue amount of each payment.

(B) Default

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7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

Tayra Aguayo
TAYRA AGUAYO

(Seal)
-Borrower

Juan Cortes
JUAN CORTES

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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Page 2 of 2

PAY TO THE ORDER OF
WASHINGTON MUTUAL BANK, FA
Without Recourse
Wallick and Volk Inc.
By: Dorothy L. Jacobson
Title: DOROTHY L. JACOBSON, VICE PRESIDENT

LIMITED POWER OF ATTORNEY

I THE UNDERSIGNED HEREBY APPOINT Wallick and Volk, Inc or its affiliates of "Wallick and Volk" as my/our Attorney-in-Fact to take the following actions as though executed by me/us:

- to apply for a Manufacturer's Certificate/Statement of Origin or Duplicate Manufacturer's Certificate/Statement of Origin or Certificate or Duplicate Certificate of Title or Ownership on my/our behalf covering the collateral described below; or
- to execute whatever documents are necessary to effectuate the Real Property Conversion after Initial Closing of said Collateral; or
- to execute whatever documents are necessary to effectuate the Real Property Conversion of the Collateral, subject to the terms of the Contract and applicable state law governing disposition of the collateral; or
- to file the Collateral to correct any errors or to insure the proper perfection of Wallick and Volk's security interest in the Collateral.

This Limited Power of Attorney (POA) shall not be affected by subsequent disability or incapacity of the principal, or by the lapse of time. This POA shall not be construed as a waiver of my/our rights under the Contract or applicable state law governing the Contract and the sale of Collateral.

CMT

manufacturing west inc

Manufacturer

Golden West

GE 662F 7160W28663CH06

Model/ Make

2006

Year

792" x 324"

Length/Width

Pero33214(CAAB

Serial Number

Name

Name

Tayra Aquayo

Signature

3579 Arbolado Drive

LAS Vegas NV 89121

Physical Address

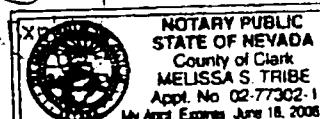
State of: NEVADA

County of: CLARK

Subscribed and sworn before me on
this 5 day of Sept. 2005.

Notary Public

My Commission



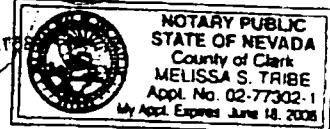
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of Affiliation and Limited Power of Attorney.doc
Revision date: 11/11/04

Page 3 of 3

Sep. 7, 2005 3:43PM

No. 3491 P. 16

My Commission Expires



RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:
National Default Servicing Corporation
2525 East Camelback Road, Suite 200
Phoenix, AZ 85016

NDSC NO.: 09-41590-WF-NV
LOAN NO.: 0634235014

APN: 161-7616-113
002121208

CONFORMED COPY

COPY of Document Recorded
on 09/01/09 as No. Bk 20090001 Inst 5416
Has not been compared with original.

CORPORATION ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned corporation hereby grants, assigns and transfers to Wells Fargo Bank N.A. successor by merger to Wells Fargo Home Mortgage, Inc. all beneficial interest under that certain Deed of Trust dated 09/07/2005 executed by TAYRA AGUAYO, AN UNMARRIED WOMAN AND JUAN CORTES, AN UNMARRIED MAN Trustor, to FIRST AMERICAN TITLE Trustee, and recorded on 09/13/2005, as Instrument No. 20050913-0002029 (or Book, Page) and Re-Recorded on 01/12/2006 as Instrument No. 20060112-0000076 ADD MANUF HOME RIDER of Official Records of CLARK County, NV describing the land therein.

AS PER DEED OF TRUST MENTIONED ABOVE.

Together with the Note or Notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust

Date: 5/28/09

MERS - NOMINEE FOR WALICK & VOLK, INC. by its attorney in fact National Default Servicing Corporation

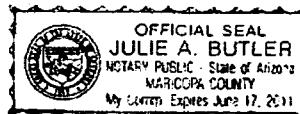
By: Olivia A. Todd
Its President

STATE OF ARIZONA
COUNTY OF MARICOPA

On 5/28, 2009, before me, Julie A. Butler, a Notary Public for said State, personally appeared Olivia A. Todd, who personally known to me (or who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing is true and correct.

WITNESS my hand and official seal.

Signature: Julie A. Butler





National Default Servicing Corporation
2525 E. Camelback Road, Suite 200
Phoenix, Arizona 85016

Phone (602) 264-6101
Fax (602) 264-6209

May 28, 2009

Chicago Title - ServiceLink
Sandy Brown
560 East Hospitality Lane
San Bernardino, CA 92408

RE: NDSC No. : 09-41590-WF-NV
Your No. : 602121208
Borrower : AGUAYO

Dear Sandy Brown,

Enclosed please find the following information documents for recording in connection with the above referenced loan.

<input type="checkbox"/> Notice of Default	<input type="checkbox"/> Substitution of Trustee
<input checked="" type="checkbox"/> Corporate Assignment /	<input type="checkbox"/> Z
<input type="checkbox"/> Rescission of Notice of Default	<input type="checkbox"/> Full Reconveyance
<input type="checkbox"/> Other _____	<input type="checkbox"/> Notice of Sale 3
<input type="checkbox"/> Deed-in-Lieu of Foreclosure/ Estoppele Affidavit	<input type="checkbox"/> Rescission of Trustee's Deed Upon Sale
<input type="checkbox"/> Quitclaim Deed	<input type="checkbox"/> FHLB/MC/FNMA Conveyance Deed (Record Only - No Prelim)
<input type="checkbox"/> Trustee's Deed Upon Sale (DO NOT CHANGE OR ADD REAL PROPERTY TRANSFER TAX WITHOUT INFORMING THIS OFFICE)	<input type="checkbox"/> Request for Copy of Notice of Default/Notice of Sale

Please contact the undersigned within twenty-four (24) hours of recording with the recording information. This is imperative that NDSC receive this information in order to meet the specified time frames and requirements of our clientele. Please do not hesitate to contact us should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Lee".

Trustee Sales

enclosure